

B Document 1 Filed 08/14/2008 Page 1 of 14

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CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY P.W.H. DEPUTY

**Attorneys for Plaintiff
INSURANCE COMPANY OF THE WEST**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

INSURANCE COMPANY OF THE WEST.

Plaintiff,

v.

JPMORGAN CHASE BANK, an Ohio corporation.

Defendant.

Case No. 08 CV 14925JS CAB

COMPLAINT FOR:

- 1. BREACH OF CONTRACT;**
 - 2. CONVERSION;**
 - 3. ACCOUNTING; AND**
 - 3. DECLARATORY RELIEF**

COMES NOW, Plaintiff INSURANCE COMPANY OF THE WEST ("ICW") and for causes of action against Defendant JPMORGAN CHASE BANK ("JPMORGAN") complains and alleges as follows:

JURISDICTION AND VENUE

1. This court has jurisdiction and venue. These proceedings are instituted pursuant to the provisions of 28 U.S.C. § 1332 in that the amount in controversy exceeds \$75,000, exclusive of interest and costs, and diversity exists among the parties. Substantially all of the events giving rise to these proceedings occurred in the County of San Diego, State of California. Venue is proper in the United States District Court, Southern District of California.

PARTIES

2. Plaintiff is, and at all times mentioned herein was, a corporation duly organized
 3 and existing under and by virtue of the laws of the State of California, whose principal place of
 4 business is in the State of California.

5. Plaintiff is, and at all times mentioned herein was, qualified to conduct business as
 6 a surety within the State of California and to engage in the activity described in this Complaint.
 7 Plaintiff is engaged in the business of underwriting surety bonds for the construction industry.

8. Plaintiff is informed and believes, and thereon alleges, that JPMORGAN is, and at
 9 all times mentioned herein was, a national banking institution qualified to do and doing business
 10 in the State of California, and is subject to the jurisdiction of this Court.

PLAINTIFF'S ISSUANCE OF BONDS ON BEHALF OF BRAWLEY LUCKEY FOR**THE PROJECT**

13. Plaintiff is informed and believes, and thereon alleges, that, on or about January 2,
 14 2007, BRAWLEY LUCKEY RANCH, L.P. ("Brawley Luckey") entered into a subdivision
 15 improvement agreement with the City of Brawley (the "City") for the construction of certain
 16 improvements related to the 277-lot subdivision commonly known as the "Luckey Ranch Unit #1
 17 & 2" (the "Project").

18. On the same day, Plaintiff issued a Subdivision Performance Bond (No. 2206991)
 19 and Labor and Materials Payment Bond (No. 2206991) on behalf of Brawley Luckey, in the
 20 amount of \$11,982,054.00, assuring the completion of the subdivision improvements related to
 21 the Project (collectively, the "Bonds").

JPMORGAN'S ISSUANCE OF SET-ASIDE LETTER TO PLAINTIFF

23. Plaintiff is informed and believes, and thereon alleges, that Brawley Luckey
 24 subsequently entered into a Construction Loan Agreement with JPMORGAN, a national bank
 25 association, wherein JPMORGAN agreed to loan \$35,000,000.00 to complete the Project (the
 26 "Loan").

27. ///

28. ///

1 8. In consideration for Plaintiff issuing the Bonds on behalf of Brawley Luckey,
 2 JPMORGAN also agreed to allocate \$9,824,653.00 for Plaintiff's use in the event Plaintiff's
 3 liability was triggered under the Bonds ("Set-Aside Funds").

4 9. On or about February 12, 2007, JPMORGAN issued a Set-Aside Letter to Plaintiff
 5 stating the following:

6 "In consideration of the execution by Insurance Company of the
 7 West of bond(s) in the amount of \$11,982,054.00 (the 'Bonds') on
 8 behalf of the Borrower, guaranteeing to the City of Brawley the
 9 completion of certain improvements in said subdivision (the
 10 'Improvements'), Lender agrees that a maximum of
\$9,824,653.00 will be allocated within the loan and available for
payment of costs of constructing the Improvements (the 'Set
Aside')...Lender agrees...that such funds will be available
directly to Insurance Company of the West for the use and
benefit of Insurance Company of the West in connection with
its liability under the Bonds as set forth hereafter." (Emphasis
 13 added.)

14 (A true and correct copy of the Set-Aside Letter is attached hereto as Exhibit "A".)

15 10. The Set-Aside Letter further states that JPMORGAN's obligations to release the
 16 Set-Aside Funds to Plaintiff, upon any trigger of Plaintiff's liability under the Bonds, were
 17 irrevocable and, therefore, could not be retracted:

18 "This is an irrevocable commitment of funds on the terms set forth
 19 herein which is not subject to recall by Lender."

20 (See Exhibit "A".)

21 **FIRST CAUSE OF ACTION**

22 (Breach of Contract)

23 11. Plaintiff hereby incorporates by reference Paragraphs 1 through 10, as though fully
 24 set forth herein.

25 12. During the course of the Project, Plaintiff discovered that Brawley Luckey was no
 26 longer financially able to complete the Project and, as a result, defaulted under the terms of the
 27 subdivision improvement agreement.

28 ///

1 13. Shortly thereafter, Plaintiff, as the payment bond surety, began receiving payment
 2 bond claims from subcontractors who rendered labor and/or materials to construct the
 3 improvements for the Project.

4 14. Plaintiff also received a demand under the subdivision performance bond from the
 5 City to complete the outstanding improvements on the Project.

6 15. On or about January 18, 2008, Plaintiff requested that JPMORGAN release the
 7 Set-Aside Funds in order to allow Plaintiff to satisfy its obligations under the Bonds. Plaintiff
 8 further inquired as to whether any funds remained in the Set-Aside Funds and requested an
 9 accounting of the remaining balance (if any).

10 16. JPMORGAN responded that it would provide a more substantive response within
 11 a few days.

12 17. More than eight months later, on or about August 13, 2008, , JPMORGAN advised
 13 Plaintiff that it would not release any of the Set-Aside Funds to Plaintiff, notwithstanding the
 14 explicit terms set forth in the Set-Aside Letter.

15 18. Further, despite repeated requests by Plaintiff, JPMORGAN refused to provide an
 16 accounting of the disbursements made under the Set-Aside Funds.

17 19. Plaintiff expects to suffer damages in the nature of costs for, but not limited to,
 18 completion of the Project, payment to subcontractors who had entered into a contract with
 19 Brawley Luckey and provided services to complete the Project, attorneys' fees, costs and
 20 expenses as a result of Brawley Luckey's default, and JPMORGAN's breach of the Set-Aside
 21 Letter, raising JPMORGAN's liability to an amount subject to proof at trial.

22 20. Plaintiff has performed all of the terms, covenants and conditions on its part to be
 23 performed under the terms of the Set-Aside Letter.

24 21. JPMORGAN has breached the Set-Aside Letter and failed to comply with
 25 Plaintiff's request for a disbursement of the Set-Aside Funds.

26 WHEREFORE as set forth herein below, Plaintiff prays for judgment against
 27 JPMORGAN in an amount according to proof at trial in excess of \$9,824,653.00, plus attorneys'
 28 fees, costs and any other additional expenses to be incurred as a result of its breach of the Set-

1 Aside Letter.

2 **SECOND CAUSE OF ACTION**

3 **(Conversion)**

4 22. Plaintiff incorporates by reference Paragraphs 1 through 21, as though set forth
5 fully herein.

6 23. As stated above, Plaintiff and JPMORGAN entered into an agreement whereby, in
7 exchange for Plaintiff issuing the Bonds on behalf of Brawley Luckey guaranteeing the
8 completion of the aforementioned improvements on the Project, JPMORGAN agreed to allocate a
9 minimum of \$9,824,653.00 from the Loan in the event Plaintiff was required, as the surety, to
10 complete said improvements.

11 24. Pursuant to the terms of this agreement, Plaintiff issued the Bonds on behalf of
12 Brawley Luckey in connection with the Project.

13 25. JPMORGAN, however, now refuses to release the remaining balance of the Set-
14 Aside Funds to Plaintiff, even though, based on Plaintiff's information and belief, Brawley
15 Luckey has defaulted on the Project and can no longer complete its obligations under the
16 subdivision improvement agreement entered into with the City. As a result of Brawley Luckey's
17 default, Plaintiff has been required to perform under the Bonds by investigating, responding to,
18 and paying all valid claims made against the Bonds.

19 26. By virtue of Plaintiff's issuance of the Bonds on behalf of Brawley Luckey for
20 work performed on the Project, Plaintiff has a contractual right to the Set-Aside Funds in the
21 amount of \$9,824,653.00 that was being held by JPMORGAN in connection with the Project.

22 27. Despite knowledge of Plaintiff's rights to the Set-Aside Funds, JPMORGAN has
23 refused to release the Set-Aside Funds and, instead, and has converted the Set-Aside Funds for its
24 own use.

25 28. At the time JPMORGAN converted the Set-Aside Funds, JPMORGAN was guilty
26 of malice, oppression, and a willful and conscious disregard for the rights of Plaintiff in that
27 JPMORGAN, without making any investigation and with reckless indifference and willful and
28 conscious disregard for the rights of any person who may have had an interest in the converted

Set-Aside Funds. and particularly for the rights of Plaintiff, did convert the Set-Aside Funds.

29. Further, after knowledge and notice of Plaintiff's interest in the converted Set-Aside Funds, JPMORGAN failed and refused, and continues to fail and refuse, to release the Set-Aside Funds to Plaintiff. By reason of these acts, Plaintiff has been oppressed and seeks punitive and exemplary damages.

WHEREFORE as set forth herein below, Plaintiff prays for judgment against JPMORGAN in an amount according to proof at trial in excess of \$9,824,653.00, plus attorneys' fees, costs and any other additional expenses to be incurred as a result of its breach of the Set-Aside Letter.

THIRD CAUSE OF ACTION

(Accounting)

30. Plaintiff incorporates by reference Paragraphs 1 through 29, as though set forth fully herein.

31. As a result of the agreement set forth in the Set-Aside Letter, JPMORGAN undertook a fiduciary duty to allocate and maintain, at a minimum, \$9,824,653.00 for Plaintiff's use in connection with its obligations under the Bonds.

32. Plaintiff is informed and believes, and thereon alleges, that, during the course of construction, Brawley Luckey made several draws from the Loan for use on the Project.

33. Plaintiff is informed and believes, and thereon alleges, that Brawley Luckey is no longer able to complete the aforementioned improvements on the Project.

34. Pursuant to the terms of the Set-Aside Letter, Plaintiff has repeatedly requested that JPMORGAN: (1) provide an accounting of any remaining balance of the Set-Aside Funds; and (2) if any remaining balance exists, release the same to Plaintiff for use in connection with its obligations under the Bonds.

35. To date, JPMORGAN has refused to account for any remaining balance of the Set-Aside Funds, or release any remaining balance to Plaintiff for use on the Project.

111

111

1 WHEREFORE as set forth herein below, Plaintiff prays for judgment against
 2 JPMORGAN requiring JPMORGAN to, among other things, provide an accounting of all credits
 3 and debits to the Construction Loan Agreement, the current balance, the payees on all debits, the
 4 payors on all credits, all corresponding transaction dates and numbers, and any and all other
 5 reasonable information necessary to understand the history and status of the Loan.

6 **FOURTH CAUSE OF ACTION**

7 **(Declaratory Relief)**

8 36. Plaintiff incorporates by reference Paragraphs 1 through 35, as though set forth
 9 fully herein.

10 37. An actual controversy has arisen and now exists between Plaintiff and
 11 JPMORGAN, in that Plaintiff contends and JPMORGAN denies that pursuant to the terms of the
 12 Set-Aside Letter, JPMORGAN is obligated to release the Set-Aside Funds to Plaintiff since
 13 Plaintiff's liability as the bond surety for the completion of the Project has been triggered.

14 38. Plaintiff desires a judicial determination of the respective rights and duties of
 15 Plaintiff and JPMORGAN, with respect to the Set-Aside Letter. In particular, Plaintiff desires a
 16 judicial declaration that as a result of having executed the Set-Aside Letter and Plaintiff issuing
 17 the Bonds referenced herein, JPMORGAN is obligated to disburse the Set-Aside Funds to
 18 Plaintiff to complete the Project.

19 **WHEREFORE, Plaintiff prays for judgment as follows:**

20 1. On the First Cause of Action for damages in an amount according to proof at trial
 21 in excess of \$9,824,653.00, plus attorneys' fees, costs, and any other additional expenses to be
 22 incurred against JPMORGAN;

23 2. On the Second Cause of Action for damages in an amount according to proof at
 24 trial in excess of \$9,824,653.00, damages for time and money properly expended in the pursuit of
 25 the converted Set-Aside Funds in an amount not yet ascertained, for punitive and exemplary
 26 damages, attorneys' fees, costs, and any other additional expenses to be incurred against
 27 JPMORGAN;

28 ///

1 3. On the Third Cause of Action for JPMORGAN to, among other things, provide an
2 accounting of all credits and debits to the Construction Loan Agreement, the current balance, the
3 payees on all debits, the payors on all credits, all corresponding transaction dates and numbers,
4 and any and all other reasonable information necessary to understand the history and status of the
5 Loan;

6 4. On the Fourth Cause of Action, Plaintiff prays for a declaration of the rights of the
7 parties to the Set-Aside Letter as contended by Plaintiff;

8 5. For Plaintiff's costs of suit herein;

9 6. For reasonable attorneys' fees incurred by Plaintiff in prosecution of this action;
10 and

11 7. For such other and further relief as the Court deems just and proper.

12 Dated: August 14, 2008

13 Watt, Tieder, Hoffar & Fitzgerald, L.L.P.

14 By:

15 Robert C. Niesley
16 Rebecca S. Glos
17 Attorneys for Plaintiff
18 INSURANCE COMPANY OF THE
19 WEST

20 IRVINE 131448.1 101633.041

EXHIBIT “A”



Steven D. Strehlow
Vice President

Commercial Real Estate
Loan Administration
Mail Code AZ1-1009
201 N. Central Avenue
Phoenix, AZ 85004

tel (602) 221-1252
fax (602) 221-1116

February 12, 2007

Mr. Lex Nabers
Insurance Company of the West
1800 Sutter Street, Suite 420
Concord, CA 94520

RE: Brawley Luckey Ranch, L. P., a California Limited Partnership, et al

This letter is to inform you that JPMorgan Chase Bank NA, a national banking association ("Lender") has recorded financing for Brawley Luckey Ranch, L. P., a California Limited Partnership, et al ("Borrower") in the original total face amount of \$35,000,000.00 (the "Loan") for the construction of an 277 lot subdivision constituting "Luckey Ranch Unit #1 & 2" subdivision and selected infrastructure improvements adjacent to the project.

In consideration of the execution by Insurance Company of the West of bond(s) in the amount of \$11,982,054.00 (the "Bonds") on behalf of Borrower, guaranteeing to the City of Brawley the completion of certain improvements in said subdivision (the "Improvements"), Lender agrees that a maximum of \$9,824,653.00 will be allocated within the loan and available for payment of costs of constructing the Improvements (the "Set Aside"). Such funds will be available to Borrower in accordance with the procedures set forth in the Construction Loan Agreement relating to the Loan (the "Loan Agreement") upon its completion.

In disbursing the Loan proceeds for the construction of the Improvements, Lender agrees only to comply with the provisions of said Loan Agreement in disbursing such funds and in no event will Lender be liable for the missapplication of funds by Borrower or if the funds in the Loan are not adequate to complete the Improvements. Lender agrees, however, that such funds will be available directly to Insurance Company of the West for the use and benefit of Insurance Company of the West in connection with its liability under the Bonds as set forth hereafter.

In the event the Improvements have not been completed prior to two (2) business days prior to the maturity date of the Loan (and any extensions thereof) or the termination of the commitment, as evidenced by a completion notice from the City of Brawley under the Bonds, any undisbursed funds remaining in the Set Aside will be disbursed to Insurance Company of the West under the same terms and conditions as if disbursed to Borrower, excluding physical completion. Insurance Company of the West shall not in any way be obligated to repay said funds so used to Lender, but all such funds drawn by Insurance Company of the West shall be added to the outstanding principal balance of the Loan and be repaid by Borrower in accordance with the Loan Agreement and Promissory Note executed by Borrower. It is specifically understood that in no event shall Lender have any personal liability for the payment of such funds, but shall only be obligated to disburse the same if available from the remaining undisbursed proceeds of the Set Aside allocated for the construction of the Improvements.

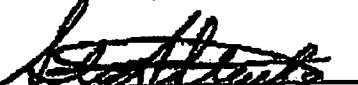
In the event we commence foreclosure proceedings in connection with the above referenced property, Insurance Company of the West will be notified in writing, within 10 days, however, any such foreclosure proceeding shall not in any way alter our obligation to Insurance Company of the West hereunder.

Notwithstanding anything to the contrary contained herein, Lender's obligations under this letter expire on the maturity date of the Loan or the termination of the Loan commitment thereof.

February 12, 2007

This is an irrevocable commitment of funds on the terms set forth herein which is not subject to recall by Lender.

JPMorgan Chase Bank NA, a national banking association

By: 
Steven D. Strehlow
Vice President

We hereby agree to the foregoing:

Brawley Luckey Ranch, L. P., a California Limited Partnership, et al

By:

ACCEPTED:

Insurance Company of the West

By:

Name:

Title:

JS 44 (Rev. 12/07)

he JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filing or service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

(a) PLAINTIFFS

INSURANCE COMPANY OF THE WEST

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

San Diego

(c) Attorney's (Firm Name, Address, and Telephone Number)

Rebecca S. Glos, SBN 210396
 WATT, TIEDER, HOFFAR & FITZGERALD
 2040 Main Street, Suite 300
 Irvine, CA 92614
 (949) 852-0700

I. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- | | |
|--|---|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III) |

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

V. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	CIVIL RIGHTS	TORTS	FEDERAL/STATE/RENTAL	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 430 Banks and Banking	
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 450 Commerce	
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 460 Deportation	
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 480 Consumer Credit	
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 490 Cable/Sat TV	
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 400 TRADEMARK	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 810 Selective Service	
<input checked="" type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 410 FAIR LABOR STANDARDS ACT	<input type="checkbox"/> 861 HIA (1395f)	<input type="checkbox"/> 850 Securities/Commodities/ Exchange	
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 420 LABOR/MGMT. RELATIONS	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	
<input type="checkbox"/> 196 Franchise		<input type="checkbox"/> 430 HABEAS CORPUS:	<input type="checkbox"/> 863 DIWC/DIWV (405(g))	<input type="checkbox"/> 890 Other Statutory Actions	
		<input type="checkbox"/> 510 Motion to Vacate Sentence Habeas Corpus:	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 891 Agricultural Acts	
		<input type="checkbox"/> 530 General	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 892 Economic Stabilization Act	
		<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 893 Environmental Matters	
		<input type="checkbox"/> 540 Mandamus & other	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 894 Energy Allocation Act	
		<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 895 Freedom of Information Act	
		<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	
			<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
			<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	
			<input type="checkbox"/> 462 NATURALIZATION APPLICATION	<input type="checkbox"/> 872 IMMIGRATION	
			<input type="checkbox"/> 463 HABEAS CORPUS - ALIEN DETAINEE	<input type="checkbox"/> 464 DEBTORS' RIGHTS	
			<input type="checkbox"/> 465 OTHER IMMIGRATION ACTIONS	<input type="checkbox"/> 466 FEDERAL TAX JURISDICTION	

V. ORIGIN

(Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court

- 4 Reinstated or 5 Transferred from another district

Multidistrict Litigation

Appeal to District Judge

from Magistrate Judgment

(specify)

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. section 1332

Brief description of cause:

Breach of Contract, Conversion, Accounting and Declaratory Relief

II. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION DEMAND \$ 0.00
 UNDER F.R.C.P. 23

CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

August 14, 2008

FOR OFFICE USE ONLY
RECEIPT # 15405

AMOUNT

\$350 8/14/08 BY

APPLYING IPP

JUDGE

MAG. JUDGE

SIGNATURE OF ATTORNEY OR RECORD

for

Rebecca S. Glos, Esq.

CSDJS44

**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

154065 -- BH

**August 14, 2008
16:47:13**

Civ Fil Non-Pris
USAO #: 08CV1492 CIVIL FILING
Judge.: JANIS L. SAMMARTINO
Amount.: \$350.00 CK
Check#: BC#64236

Total-> \$350.00

FROM: INS. CO OF THE WEST V.
JP MORGAN CHASE BANK
CIVIL FILING